

IN THE UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF OHIO
EASTERN DIVISION

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|---|---|-------------------------|
| JOCELYN M. BUTTS, |) | CASE NO. 1:21-cv-00317 |
| |) | |
| Plaintiff, |) | JUDGE DAN AARON POLSTER |
| |) | |
| v. |) | |
| |) | |
| UNITED STATES OF AMERICA, <i>et al.</i> |) | |
| |) | |
| Defendants. |) | |

STIPULATION FOR COMPROMISE, SETTLEMENT, AND RELEASE OF
FEDERAL TORT CLAIMS ACT CLAIMS PURSUANT TO 28 U.S.C. § 2677
("SETTLEMENT AGREEMENT")

It is hereby stipulated by and between the undersigned Plaintiff, Jocelyn M. Butts and the United States of America as follows:

1. Under the terms and conditions set forth in this Settlement Agreement, the parties do hereby agree to settle and compromise each and every claim of any kind, whether known or unknown, arising directly or indirectly from the acts or omissions that gave rise to the above-captioned action, namely the injuries and damages allegedly sustained by Plaintiff Butts arising from a motor vehicle accident that occurred on October 21, 2016.

2. The United States of America agrees to pay Plaintiff Butts the sum of Forty Thousand dollars (\$40,000.00), which sum shall be in full settlement, satisfaction, and release of any and all claims, demands, rights, and causes of action of whatsoever kind and nature, arising from, and by reason of any and all known and unknown, foreseen and unforeseen, bodily and personal injuries and/or damage to property and the consequences thereof, resulting from the subject matter of this settlement.

3. Plaintiff Butts hereby agrees to accept the sum set forth in this Settlement Agreement in full settlement, satisfaction, and release of any and all claims, demands, rights, and causes of action of whatsoever kind and nature, arising from, and by reason of, any and all known and unknown, foreseen and unforeseen, bodily and personal injuries and/or damage to property and the consequences thereof they may have or hereafter acquire against the United States of America, United States Postal Service, their agents, servants, or employees on account of the same subject matter that gave rise to the above-captioned action, including any future claim or lawsuit of any kind or type whatsoever, whether known or unknown, and whether for compensatory or exemplary damages. Plaintiff Butts, her guardians, heirs, executors, administrators, or assigns further agree to reimburse, indemnify, and hold harmless the United States of America, United States Postal Service, their agents, servants, and employees from and against any and all such causes of action, claims, liens, rights, or subrogated or contribution interests incident to or resulting from further litigation or the prosecution of claims by Plaintiff Butts and/or her guardians, heirs, executors, administrators, or assigns against the United States.

4. This Stipulation for Compromise Settlement and Release is not, is in no way intended to be, and should not be construed as an admission of liability or fault on the part of the United States, its agents, its servants, or its employees, and it is specifically denied that they are liable to the Plaintiff. This settlement is entered into by all parties for the purpose of compromising disputed claims under the Federal Tort Claims Act and avoiding the expenses and risks of further litigation.

5. It is also agreed, by and among the parties, to dismissal of this case with prejudice pursuant to Fed. R. Civ. P. 41(a)(1)(A)(ii), that the respective parties will each bear their own

costs, fees, and expenses and that any attorney's fees owed by the Plaintiff will be paid out of the settlement amount and not in addition thereto.

6. It is also understood by and among the parties that, pursuant to 28 U.S.C. § 2678, attorney's fees for services rendered in connection with this action shall not exceed twenty-five (25) percent of the amount of the settlement sum.

7. The persons signing this Settlement Agreement warrant and represent that they possess full authority to bind the persons on whose behalf they are signing to the terms of the settlement. In the event that any Plaintiff is a minor or legally incompetent adult, Plaintiff must obtain Court approval of the settlement at her expense. Plaintiff agrees to obtain such approval in a timely manner: time being of the essence. Plaintiff further agrees that the United States may void this settlement at its option in the event such approval is not obtained in a timely manner. In the event Plaintiff fails to obtain such Court approval, the entire Stipulation for Compromise Settlement and Release and the compromise settlement are null and void.

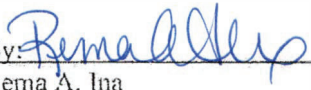
8. Payment of the settlement amount will be made by check drawn on the funds of the United States Postal Service for Forty Thousand Dollars (\$40,000) and made payable to Jocelyn Butts and her attorneys, Kisling, Nestico & Redick LLC. The settlement will be processed by officials at the United States Postal Service promptly after this settlement is fully executed and approved by the Court. Thereafter, the settlement proceeds will be sent to Michael J. Maillis, Kisling, Nestico & Redick, LLC, 22 East McKinley Way, Suite A, Poland, Ohio 44514.

9. The parties agree that this Settlement Agreement, including all the terms and conditions of this compromise settlement and any additional agreements relating thereto, may be made public in their entirety, and the Plaintiff expressly consents to such release and disclosure pursuant to 5 U.S.C. § 552a(b):


10. This Settlement Agreement may be executed in several counterparts, with a separate signature page for each party. All such counterparts and signature pages, together, shall be deemed to be one document. This Settlement Agreement contains all agreements, conditions, promises, and covenants among and between the parties with respect to the subject of this litigation and supersedes all prior negotiations and writings regarding this matter. Any modification of this Settlement Agreement may be made only in a writing signed by or on behalf of all parties.

11. After the Settlement Agreement is fully executed, the parties agree that the parties shall immediately file a dismissal with prejudice of the above referenced action.

Executed this 11th day of June, 2021.

By: 
Rema A. Ina
Attorney for Defendant United States of America

Executed this 10th day of June, 2021.


Michael J. Maillis
Attorney for Plaintiff Jocelyn Butts

Executed this 10 day of June, 2021.


Jocelyn Butts, Plaintiff

Upon review of the Stipulation for Compromise Settlement and Release, the Court hereby adopts and orders the same. This case is dismissed with prejudice, subject to each party's compliance with the terms of the settlement agreement, and with each party bearing their own costs, expenses, and fees.

IT IS SO ORDERED.

A handwritten signature in black ink, appearing to read "Dan Aaron Polster", written over a horizontal line.

6/14/2021

Judge Dan Aaron Polster